

VOCA CERTIFIED ASSURANCES

AGENCY NAME:

PROJECT TITLE:

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following assurances.

1. The applicant assures that it will comply, and all its subcontractors will comply, with the applicable provisions of Title I of the *Omnibus Crime Control and Safe Streets Act of 1986*, as amended; *Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts*; the *OJP OC Financial and Administrative Guide for Grants*; and other applicable federal laws, orders, circulars or regulations.
2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.
3. Subgrant Award Reports for VOCA are due with the award documents and no later than 30 days from the beginning of the contract period.
4. VOCA contractors must submit a report, on the form provided by the Department of Public Safety, six months after the beginning date of the contract which outlines the status of the project from both a financial and a programmatic standpoint.
5. The applicant agrees to submit, within 15 days of the project period ending date, a performance report which will include a summary description of the project; the data collected on the performance indicators included in the program description of the application package; the results of the evaluation process; and a brief assessment of impact.
6. The applicant agrees to comply with the provisions outlined in the Program Description for the Victims of Crime Act.
7. **Travel:** Expenditures for travel must be supported and documented by signed travel vouchers. Hotel/motel and meal receipts must be on file. Maximum amounts have been established for mileage, meals and other expenses. **Check with the Department of Public Safety for current rates.** Reimbursement of travel expenses will not occur until after the travel has taken place. Prior approval must be obtained from the MODPS prior to attending any training / travel that is not specifically outlined in the approved budget.
8. **Equipment:** Expenditures for equipment must be in accordance with the approved budget. All items of equipment must be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety funds.
9. **Supplies/Operating Expenses:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget. Documentation in the form of paid bills and vouchers must support every expenditure requested for reimbursement. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, and other "miscellaneous items", not specifically outlined in the approved budget, must be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchasing same. Reimbursement of conference registration fees will not be provided until the conference has taken place.
10. **Personnel:** The applicant assures that any personnel costs shall be supported by time and attendance records and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved.

If less than 100% of an employee's salary is supported by the contract – either through federal funding or local match funding – that employee must keep a timesheet of all activities to document the percentage of time spent on the project. Only actual time spent on the project may be claimed. The timesheets must include the date, the beginning time, a brief description of, and the ending time for each task performed by the employee. If less than 100% of an employee's salary is supported by the contract – either through the federal funding or the local match funding – but the employee is spending 100% of her/his time on the project as supported by the employee's job description, this requirement may be waived at the discretion of the Department of Public Safety.
11. **Local Share:** The approved match must be expended within the period for which federal funds are available for expenditure under the approved contract. Records must be maintained to show the amount and timing of the match. These records are subject to audit in the same manner and to the same extent as books and records dealing with federal funds.

Failure to provide the approved match may result in your agency being required to refund the federal share to the Missouri Department of Public Safety.

12. **Interest:** The applicant assures that federal funds will not be used to pay interest or any other financial costs.

13. **Budget Revisions:**

Formal Budget Revisions: Prior approval must be received from the Missouri Department of Public Safety, Office of the Director, for certain types of changes to the budget or project scope. These types of changes are listed below:

- a. The addition or deletion of a specific budget line item
- b. Monetary changes in the Personnel Budget Category
- c. A change in the approved budget categories in excess of 10 percent of the total award amount. (This does not apply to the Personnel Budget Category)
- d. A change in the scope of the project
- e. A change in or temporary absences of the project director or authorized official
- f. A change in the project site
- g. A change in the name of the agency

Prior approval must be received from the Missouri Department of Public Safety for any **programmatic** changes in the contract.

Timing of Formal Budget Revisions: If a budget or programmatic revision is required, the request for a change must be submitted at least 30 days prior to the proposed change taking effect and at least 60 days prior to the end of the contract. Budget revisions must be requested on the required form. Budget revisions will not be retroactive unless there are extenuating circumstances presented.

Informal Budget Revisions:

Prior approval does not need to be sought from the DPS when transferring less than 10% (cumulative during the contract period) of the total grant award from one budget category to another budget category (except for the Personnel Budget – Prior approval for any monetary changes in this category is necessary).

14. **Contractual Services:** The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:

- a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided which shall not exceed the length of the grant period.
- b. A copy of all written contracts for contractual or consultant services must be forwarded to the

Missouri Department of Public Safety, Office of the Director, upon their ratification.

- c. Payments must be supported by statements providing the services rendered and supporting the period covered.
- d. Any contract or agreement for service of \$3,000 or more which is not entered into as a result of competitive bidding procedures (or if only one bid is received) must receive prior approval from the Missouri Department of Public Safety, Office of the Director.
- e. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. The maximum rate for consultants is \$450 (excluding travel and subsistence costs for an eight-hour day. An eight-hour day may include preparation, evaluation, and travel time in addition to time required for actual performance. A request for over \$450 per day requires prior approval and additional justification.

15. **Sole Source Procurement:** When only one bid is received or only one vendor is contacted, the purchase is deemed to be sole source procurement. Sole source procurement on purchases with an individual cost from \$3,000 to \$100,000 requires **prior** approval by the Department of Public Safety.

In addition, sole source procurement for amounts in excess of \$100,000 requires **prior** U.S. Department of Justice approval.

- 16. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
- 17. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall only be used to provide direct services to victims of crime.
- 18. The applicant assures that federal block grant funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project (Supplanting does not apply to non-profit organizations).
- 19. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
- 20. **Audit:** The applicant agrees to provide an annual audit of their organization, if required, in accordance with the

provisions of Office of Management and Budget Circulars applicable to their organization.

21. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice.
22. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file which meets the requirements therein.
23. The applicant assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
24. The applicant assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Victims of Crime Act, 42 U.S.C. Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G and the Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.
25. The applicant assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.
26. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and

certifying peace officers or for other law enforcement, safety or criminal justice purposes."

27. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.
28. The applicant assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).
29. The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
30. An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.
31. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance.

The applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

Authorized Official **DATE**

Project Director **DATE**